G.T. Einstein Electric, Inc., a/k/a Industrial Power, and G.T.E. Electric, Inc., Alter Egos and A Single Employer *and* Local No. 58, International Brotherhood of Electrical Workers, AFL–CIO and Southeastern Michigan Chapter, National Electrical Contractors Association, Inc., Party to Contract. Case 7–CA–36081

July 22, 1996

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS BROWNING AND COHEN

On February 28, 1996, Administrative Law Judge Harold Bernard Jr. issued the attached decision. The Respondent filed exceptions and a supporting brief. The General Counsel filed cross-exceptions, a supporting brief, and an answering brief. The Respondent filed a brief in answer to the cross-exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and cross-exceptions and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order as modified.[2]

Finding no merit in the Respondent's 10(b) contention, the judge concluded that the Respondent had violated Section 8(a)(5) and (1) of the Act by failing to pay contractual wages and fringe benefit contributions during the contract term, by withdrawing recognition from the Union and by repudiating the parties' contract on June 1, 1994, and by refusing to provide information requested by the Union on May 31, 1994. To remedy these violations, the judge recommended, inter alia, that the Respondent reimburse employees for their wages and the benefit funds lost and the fringe benefit contributions withheld since February 3, 1994.

The Respondent excepts to the rejection of its 10(b) defense. It argues that Section 10(b) of the Act bars the allegations involving its contract repudiation and its discontinuation of paying contractual wages and fringe benefit contributions. On the other hand, the General Counsel agrees with the judge's decision, but argues that the reimbursement remedy should commence December 20, 1993, instead of February 3, 1994. We adopt the judge's ultimate conclusion that the charges were timely filed, but we find merit in the General Counsel's argument concerning the commencement date for the reimbursement remedy.

The initial charge filed against the Respondent on June 20, 1994, alleged, inter alia, that the Respondent violated Section 8(a)(5) and (1) by ''avoiding the collective bargaining agreement by using non-union employees to do unit work.'' On August 3, 1994, these allegations were amended by specifying, inter alia, the Respondent's contract repudiation and its unilateral actions affecting employee wages and fringe benefits commencing December 20, 1993.

The allegation of unlawful contract repudiation set forth in the August 3 amended charge was timely filed within the statutorily prescribed 6-month period. Although the Respondent said on January 11, 1994, that it would terminate the contract and all relations with the Union on June 1, the 10(b) period was not triggered until the actual repudiation and withdrawal occurred, i.e., on June 1.[3] See *Leach Corp.*, 312 NLRB 990, 991 fn. 7 (1993).

In addition to the repudiation of June 1, the credited evidence shows that the Respondent discontinued paying the contractual wage rates and fringe benefit contributions starting December 20, 1993. Thus, this discontinuation occurred within 6 months of the filing of the initial charge. But, by applying what he termed a continuing violation theory,[4] the judge restricted the remedy for this violation to a period of 6 months preceding the filing of the amended charge. In doing so, he overlooked the fact that the allegations of the amended charge are closely related to the allegations of the initial charge within the meaning of *Redd-I, Inc.*, 290 NLRB 1115 (1988). In both charges, the 8(a)(5) and (1) allegations focus on the Respondent's noncompliance with the contract that occurred during the same approximate period. See *Concord Metal, Inc.*, 295 NLRB 912 (1989).

Therefore, the 10(b) defense has no merit and, for similar reasons, the General Counsel's cross-exceptions are well taken. Accordingly, we shall modify the judge's remedy by substituting ''December 20, 1993'' for ''February 3, 1994.''

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

[2] We shall modify the judge's recommended Order in accordance with our decision in *Indian Hills Care Center*, 321 NLRB 144 (1996).

[3] In its brief, the Respondent argues that the initial charge was time-barred because the Union processed a 1993 grievance concerning the Respondent's use of nonunion personnel. We find no merit in this argument. As more fully described by the judge, the Respondent repeatedly gave mixed signals about its true intentions throughout the entire relevant period and the grievance cited by the Respondent did not eliminate this ambiguity.

[4] See *A & L Underground*, 302 NLRB 467, 469 (1991); *Farmingdale Iron Works*, 249 NLRB 98, 99 (1980).

modified below and orders that the Respondent, G.T. Einstein Electric, Inc., a/k/a Industrial Power, and G.T.E. Electric, Inc., Clinton Township, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

Substitute the following for paragraphs 2(f), (g), and (h).

''(f) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

''(g) Within 14 days after service by the Region, post at the Respondent's facility copies of the attached notice marked 'Appendix.'[5] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since June 20, 1994.

''(h) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.''

Ellen Rosenthal, Esq., for the General Counsel.
Timothy K. Carroll, Esq., Detroit, Michigan, for the Respondent.
Christopher P. Legghio, Esq., Southfield, Michigan, for the Charging Party.

DECISION

STATEMENT OF THE CASE

HAROLD BERNARD JR., Administrative Law Judge. I heard this case on July 10, 1995, in Detroit, Michigan. A complaint was issued June 15, 1995, alleging that Respondent failed to pay wages and fringe benefits required under its contract with the Union, repudiated the contract, and refused to provide information requested by the Union in the period December 20, 1993, to May 31, 1994, and afterward, thereby violating Section 8(a)(1) and (5) of the Act.

On the basis of the entire record, including the demeanor of the witnesses and the parties' briefs, I make the following

FINDINGS OF FACT

The parties stipulate that G.T. Einstein Electric, Inc. and G.T.E. Electric, Inc. (Respondent) at all material times constitute a single-integrated business enterprise and a single employer for purposes of this proceeding, including at compliance and enforcement stages, and that each has the same bargaining and contract obligations and liability under the Act.

I. JURISDICTION

Respondent does business as an electrical contractor corporation located in Clinton Township, Michigan. Its annual purchases of goods from firms located in Michigan, which are directly engaged in interstate commerce, exceed $50,000. Accordingly, I find, as admitted, that Respondent is an employer engaged in commerce under the Act. The Union is admittedly a labor organization under the Act's definition.

The appropriate bargaining unit is stipulated:

> All full-time and regular part-time employees performing electrical construction work within the jurisdiction of Local 58 employed by Respondents at and out of their Clinton Township, Michigan facility, but excluding office clerical employees, guards and supervisors as defined in the Act.

II. THE UNFAIR LABOR PRACTICES

A. *Background*

Over the years the Union maintained collective-bargaining agreements with Southeastern Michigan Chapter National Electrical Contractors Association, Inc. (NECA), an employer association membering companies in the electrical contracting industry. The contracts relevant to this case bear the terms January 1989 to May 31, 1992, and June 1992 to May 31, 1995, respectively. (G.C. Exhs. 4 and 5.) The contracts cover journeymen electricians and apprentices.

B. *Letter of Assent*

On January 16, 1991, Respondent President Gary Tenaglia signed a letter of assent authorizing NECA to serve as Respondent's collective-bargaining representative for all matters in or pertaining to the current and any subsequent approved agreement between NECA and the Union. (G.C. Exh. 6.) The agreement further provides that if a majority of the Respondent's employees authorizes the Union to represent them in collective bargaining the Respondent will recognize the Union as the exclusive collective-bargaining agent for all employees performing electrical construction work within the jurisdiction of the Union on all present and future jobsites. (Emphasis added.)

C. *Agreement for Recognition*

All Respondent's unit employees signed union authorization cards 7 days later on January 23, the same day the Union signed the letter of assent. The Union sent Respondent a proposed Agreement for Voluntary Recognition enclosing, as well as copies of the signed authorization cards requesting the agreement be filled out and signed on January 30. (G.C. Exh. 7.) Tenaglia did so on February 1, 1991. (G.C. Exh. 7, p. 4.) Respondent stipulated to the Union's majority status at

that time. The agreement called for Respondent's recognition of the Union as its employees' exclusive collective-bargaining agent for all unit employees on all present and future jobsites within the Union's jurisdiction.

Tenaglia testified before me that he secured a copy of the Union/NECA contract covering his employees to apply the correct wage rates about this time, and came to understand he would be bound by its terms in subsequent projects to the initial Porter Field Wilson Marina job as well, and that he was in it for the long haul—meaning everything (projects) Respondent undertook would be a union job. He replied yes to the question whether he considered himself bound by the Association contracts' terms. Under questioning by counsel for the Charging Party, Tenaglia also admitted he used the union contract wages and benefits level to determine costs and to submit bids for new jobs. Respondent, in fact, implemented the terms in the Union/NECA contracts. Thus, it stipulated that in the period August through December 4, 1993, the Company filed contract required fringe benefit reports on its employees with the Union and made fringe benefit payments on their behalf weekly. Based on the foregoing, there is an abundance in the evidence that from the time it first assented to representation by NECA, agreed to voluntary recognition of the Union, and applied the 1989 to May 31, 1992 contract to the Porter Field Wilson Marina job and the succeeding contract (G.C. Exh. 5) to later work, Respondent's conduct evidenced its intent to remain bound to the NECA/Union collective-bargaining agreements and the Union remained the employees' bargaining agent.

D. *The Alleged Repudiation on August 10, 1993*

During his testimony, Tenaglia asserted a letter was mailed to the Union, which he withdrew recognition on August 10, 1993, but there is no probative evidence to support the assertion. (R. Exh. 1.) He did not mail the letter or witness such, did not ask his secretary if this was done, nor was he notified by her that it was done, and was unable to produce a postal slip or return receipt for its alleged certified mail handling. He did not call the Union to verify its delivery and his secretary was not called to the stand to establish his assertion. He did not receive a response from the Union, and the Union's business manager who held office at the time testified credibly the letter was never received. I do not credit this testimony about sending the letter by Tenaglia, who flip-flopped in his earlier accounts, first denying he understood himself bound by union contracts when he signed the letter of assent then contradicting himself when examined further.

E. *Nonpayment of Fringe Benefits and Wages*

Union Representative Thomas Landa testified without contradiction that Respondent failed to make any fringe benefit payments on employees' behalf due under article 8 in the parties' contract from December 20, 1993, on, and the parties stipulated Respondent paid employees less than the contract-prescribed wage rate from this date forward as well. Landa testified further that Respondent sent the union forms bearing the notation ''no employees.'' It is undenied that Respondent never gave the Union notice of, or sought to bargain with it about, these actions. Further, it is noticed that Landa heard from an employee of Respondent's that it was hiring off the street, rather than by referrals from the Union sometime the previous August 1993, but Respondent filed fringe benefits reports and made required payment thereafter into December of that year as noted above which sends mixed signals concerning Respondent's actual intentions and thereby causes ambiguity.

On January 11, 1994, Respondent's attorney sent a letter to former Union Official Thomas Butler terminating any and all agreements with the Union as of June 1, 1994, enclosing a copy of the letter of assent. (G.C. Exh. 2.) Union Business Manager Noel Mullett replied on January 19. He informed Tenaglia that he understood the Company was terminating the letter of assent but that ''this termination does not relieve you of your obligations to honor the terms of our contract until its expiration date in 1995.'' (G.C. Exh. 3.)

F. *The Request for Information*

Learning about Respondent hiring off the street as mentioned earlier, but unable to confirm sufficient particulars, the Union requested information from Respondent on May 31, 1994, by letter signed by Mullett. (G.C. Exh. 8.) The information request contained 20 paragraphs tied to aspects of operations, supervision, labor relations policies, compensation, fringe benefits, skills of employees used, crafts, hiring procedures, and the like. (G.C. Exh. 8.) The letter describes in detail the contract provisions to which the requested information is relevant and why it is necessary to the Union's exercise of its representational duties, including policing and enforcement of articles 1, 2, 3, 4, and 5 in the Union's contract, including making decisions on grievance filing, collective bargaining, or other protective action for preserving members contractual rights. A determination on whether Respondent was complying with referral procedures and whether contract wages and fringe benefits provisions were being applied to all employees are targets of the requested information. There was no reply to the Union's letter seeking this information relevant to its representational duties.

CONCLUSIONS OF LAW

Tenaglia's conduct honoring the terms in the Union/NECA contracts is at odds with his short-lived initial disclaimer that he understood that by signing the letter of assent he became bound to more than an initial collective-bargaining agreement. Moreover, Respondent attorney's claim that a finding against it in this case is one based on inference only inasmuch as there was no evidence the Respondent adopted the contract or contracts in a written instrument, is likewise without merit.

A letter of assent:

> [R]epresents a continuing delegation of bargaining rights by an employer to the multiemployer bargaining representative, and binds signatories not only to the remainder of the collective bargaining agreement then in existence, but also to successor agreements negotiated between unions and employer associations, subject to the right of the individual employer to opt out of the multiemployer bargaining and engage in individual bargaining.

Carpenters Local 1471 v. Bar-Con, Inc., 668 F. Supp. 560, 566 (S.D. Miss. 1987); *NLRB v. Rayel Elec. Co.*, 709 F.2d

939 (5th Cir. 1983); and *Ted Hicks & Associates, Inc. v. NLRB*, 572 F.2d 1024 (5th Cir. 1978). The court further noted that the ''obligations imposed by the letter of assent are the commitment to abide by the existing CBA as of the date of execution of the letter of assent for the remainder of the term of the CBA then in effect and an agreement to abide by successor agreements . . . [unless the authorization created by the letter of assent to negotiate successor contracts is canceled].''

Absent probative evidence of the termination of either the contract or the letter of assent as alleged to have occurred on August 10, 1993, I conclude that Respondent remained bound by the parties then current contract afterward.

The 10(b) defense

It follows that the Union was not put on notice at that time, August 10, 1993, and that Respondent repudiated its agreement; nor, I find, is there any other clear and unequivocal evidence to such effect presented to the Union such as would start the 6-month limitation period running under Section 10(b) of the Act and thus bar the complaint in this case. Respondent continued to implement the contract as described above, thus admitting the reasonable interpretation it continued to honor its commitment and be bound. At best, some second-hand hearsay reports Respondent was hiring off the street created ambiguity or conflicting signals, rather than a clear notice of a repudiation. *A & L Underground*, 302 NLRB 467 (1991). Respondent's reliance on *Chemung Contracting Corp*., 291 NLRB 773 (1988), is therefore misplaced, for there, unlike the instant case, the complaint was time-barred because there is no evidence within the 10(b) period on which to predicate a violation. (Id. at 775).

Thus, here, Respondent stipulated to discontinuing fringe benefit payments and paying contract wage rates to its employees from December 20, 1993, onward—and did not attempt to deny credible union accounts that it did so without according the Union notice or an opportunity to bargain about such action beforehand—during the then current collective-bargaining agreement. Such illegal unilateral actions each constitute continuing violations remedial under the Board processes to the extent such failures occur within the 10(b) period. *Farmingdale Iron Works*, 249 NLRB 98, 99 (1980); and *A & L Underground*, supra at 469.

Respondent notified the Union that effective June 1, 1994, it terminated any and all agreements and relations with the Union (G.C. Exh. 2) as noted above. As aptly noted on brief by counsel for the General Counsel the letter constitutes Respondent's repudiation of its collective-bargaining agreement with the Union and a withdrawal of recognition of the Union. The evidence set forth above clearly establishes a 9(a) relationship exists between Respondent and the Union pursuant to their agreement for voluntary recognition on the basis of the Union's demonstrated and stipulated card majority—and Respondent cannot now challenge that majority status. *Golden West Electric*, 307 NLRB 1494 (1992); *Casale Industries*, 311 NLRB 951 (1993); and *Triple A Fire Protection*, 312 NLRB 1088 (1993). The Respondent's actions in midstream of the parties' contract repudiating the bargaining agreement, unilaterally discontinuing the application of its terms, and withdrawing recognition of the Union, violates Section 8(a)(5) and (1) of the Act. *Wilson & Sons Heating & Plumbing*, 302 NLRB 802, 803 (1991); and *Twin City Garage Door Co*., 297 NLRB 119 (1989).

The Union's request to Respondent for information on May 31, 1994, is described in detail above. It is readily apparent that the subjects covered by the request lie within the core of the legally established realm in which the Union has well-defined representational duties towards bargaining unit members and employees. In order for the Union to exercise that responsibility, the law requires an employer to provide such relevant information on a union's request. Not only does the request in this case cover subjects at the heart of the employer-employee relationship and are thus presumptively relevant, but included are subjects necessary to the proper policing of the contract's wages and fringe benefit provisions and thus also clearly relevant. By refusing to provide any such information, Respondent, denying the Union's request, further violated Section 8(a)(5) of the Act. *East Tennessee Baptist Hospital*, 304 NLRB 872 (1991).

REMEDY

Having found that Respondent violated the Act in the manner described above, I will recommend that Respondent be ordered to cease and desist from engaging in such conduct and that it take certain affirmative action designed to effectuate the policies of the Act, including inter alia that it reinstate and adhere to the terms of its contract with the Union, restore recognition to the Union as exclusive bargaining representative for employees in the appropriate unit, and accord the Union an opportunity to bargain regarding any changes in said employees wages, hours, fringe benefits, or other terms and conditions of employment. Next, I shall recommend Respondent be ordered to reimburse any bargaining unit employees for any wages they lost as a result of its failure to adhere to the contract with the Union since February 3, 1994, with interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).[1] Further, I shall recommend Respondent be ordered to reimburse the fringe benefit trust funds identified in the parties' contract for any payments on behalf of Respondent's bargaining unit employees who worked on Respondent's projects, withheld since February 3, 1994.[2] In such regard it shall be part of the Order that Respondent reimburse bargaining unit employees for expenses incurred by them due to the failure to make such contributions. *Kraft Plumbing & Heating*, 252 NLRB 891 (1980). Because of the fluidity in employment in the construction industry, and in order to insure employees are informed of their possible rights to reimbursement in this matter, Respondent will also be ordered to mail copies of the notice to be posted herein to all unit employees on its rolls as

[1] In accordance with *New Horizons for the Retarded*, interest on and after January 1, 1987, shall be computed at the ''short-term Federal rate for the underpayment of taxes as set out in the 1987 amendment to 26 U.S.C. § 6621. Interest on amounts accrued prior to January 1, 1987 (the effective date of the 1986 amendment to 26 U.S.C. § 6621) shall be computed in accordance with *Florida Steel Corp*., 231 NLRB 651 (1977).

[2] The Board does not provide at the adjudicatory stage of the proceeding for the addition of interest at a fixed rate on unlawfully withheld fund payments. *Kraft Plumbing*, supra at fn. 5. Any additional amount owed in order to satisfy this ''make-whole'' remedy shall be determined at the compliance stage. *Merryweather Optical Co*., 240 NLRB 1213 at fn. 7 (1979).

of February 3, 1994, and after until such time as there is compliance with this Order's terms.

On the findings of fact and conclusions of law and on the entire record, I issue the following recommended[3]

ORDER

The Respondent, G.T. Einstein Electric, Inc., a/k/a Industrial Power, and G.T.E. Electric, Inc., Clinton Township, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to give effect to its contract with the Union.

(b) Withdrawing recognition during the term of a collective-bargaining agreement of Local No. 58, International Brotherhood of Electrical Workers, AFL–CIO, as the bargaining representative of Respondent's employees covered by the agreement or repudiating such collective-bargaining agreement.

(c) Unilaterally departing from rates of pay for unit employees set forth in its collective-bargaining agreement with the Union.

(d) Unilaterally discontinuing payments to fringe benefit plans for employees in the unit as set forth in the contract.

(e) Refusing the Union's request for information relevant to the Union's performance of its representational duties under the Act.

(f) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Reinstate and adhere to the terms in its contract with the Union regarding wages, hours and other conditions of employment in existence prior to Respondent's unlawful repudiation of the agreement including the unilaterally changed wages and benefit fund payments and maintain such in place until a new agreement or valid impasse is reached.

(b) Recognize and, on request, bargain with the Union as the exclusive collective-bargaining representative for employees in the appropriate bargaining unit and, if an agreement is reached, embody, it in writing. The appropriate unit is:

> All full-time and regular part-time employees performing electrical construction work within the jurisdiction of Local 58 employed by Respondents at and out of their Clinton Township, Michigan facility, but excluding office clerical employees, guards and supervisors as defined in the Act.

(c) Make whole all bargaining unit employees for any loss of wages or other benefits suffered by reason of Respondent's unlawful conduct, with interest as set forth in the remedy section of this decision.

(d) Make payments to the fringe benefit trust funds identified in the contract with the Union on behalf of those bargaining unit employees for whom contributions were not previously made and which payments would have continued to be made had not Respondent unlawfully refused to comply with and ultimately abandoned the contract with the Union and reimburse those employees for expenses incurred by them due to the failure to make such contributions.

(e) Furnish the Union with the information requested by its letter dated May 31, 1994.

(f) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay and unpaid benefits due under the terms of this Order.

(g) Post at its facility in Clinton Township, Michigan, copies of the attached notice marked ''Appendix.''[4] Copies of the notice, on forms provided by the Regional Director for Region 18, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places, where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. Copies of the notice should be mailed by Respondent to all unit employees who have been employed by it since February 3, 1994.

(h) Notify the Regional Director in writing within 20 days from the date of this Order what steps Respondent has taken to comply.

[3] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[4] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT repudiate the collective-bargaining agreement with Local No. 58, International Brotherhood of Electrical Workers, AFL-CIO.

WE WILL NOT fail or refuse to give effect to the terms of the collective-bargaining agreement with Local No. 58, International Brotherhood of Electrical Workers, AFL–CIO.

WE WILL NOT withdraw recognition of the Union as collective-bargaining representative for our employees in the appropriate unit:

> All full-time and regular part-time employees performing electrical construction work within the jurisdiction of Local 58 employed by us at and out of our Clinton Township, Michigan facility, but excluding office clerical employees, guards and supervisors as defined in the Act.

WE WILL NOT unilaterally change contractual rates of pay or stop making contractual fringe benefit plan payments without according the Union notice and an opportunity to bargain about such changes beforehand.

WE WILL NOT refuse the Union's request for information necessary and relevant to its representational duties under the National Labor Relations Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed by you Section 7 of the Act.

WE WILL recognize and, on request, bargain with the Union as the exclusive collective-bargaining representative for employees in the appropriate unit and, if an agreement results, embody it in writing.

WE WILL make whole all bargaining unit employees for any loss of wages or other benefits as a result of our unilateral departure from paying contractual wages.

WE WILL make payments to the contractual fringe benefit plans on behalf of unit employees for whom such payments were not previously made and which payments would have continued to be made had we not failed to make them.

WE WILL furnish the information requested by the Union from us in its May 30, 1994 letter.

G.T. EINSTEIN ELECTRIC, INC., A/K/A INDUSTRIAL POWER, AND G.T.E. ELECTRIC, INC., ALTER EGOS AND A SINGLE EMPLOYER